

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re

LEHMAN BROTHERS HOLDINGS INC., *et al.*,

Debtors.

Chapter 11

Case No. 08-13555 (JMP)

Jointly Administered

**DECLARATION OF JAMES DARBYSHIRE IN SUPPORT OF
RESPONSE OF THE FINANCIAL SERVICES COMPENSATION SCHEME LIMITED
TO DEBTORS' ONE HUNDRED FORTY-THIRD OMNIBUS OBJECTION TO
CLAIMS (LATE-FILED CLAIMS)**

I, James Burns Darbyshire, pursuant to 28 U.S.C. § 1746, hereby declare:

1. I am Head of Legal at The Financial Services Compensation Scheme Limited ("FSCS").

2. I make this declaration, based on my personal knowledge and my review of relevant documents, in support of FSCS's Response to Debtors' One Hundred Forty-Third Omnibus Objection to Claims (Late-Filed Claims), with respect to Claim No. 63359, which was filed by FSCS.

3. FSCS is a statutory body in the United Kingdom that administers a compensation scheme for depositors and investors in certain regulated financial products and services, established pursuant to Part XV of the UK Financial Services and Markets Act 2000. The compensation scheme is administered by FSCS in accordance with rules laid down by the UK Financial Services Authority in its Handbook (the "Scheme Rules"). In summary, the Scheme Rules permit FSCS to pay compensation to an investor who has suffered a loss where a regulated financial services firm is "in default" and the firm has a civil liability to the investor in respect of a regulated investment. Where FSCS pays compensation to an investor in respect of a particular investment, the Scheme Rules provide that it may take an assignment of that investor's rights in

relation to that investment and pursue recoveries where it is reasonably possible and cost effective for it to do so. FSCS is funded by levies on the UK financial services industry, but recoveries mitigate the costs to the industry of the compensation scheme.

4. On 14 October 2009 two UK financial services firms called NDF Administration Limited ("NDF") and Defined Returns Limited ("DRL") went into an insolvency process known as "administration" in the UK. On 26 October 2009 a further firm called Arc Capital and Income Plc ("Arc") also went into administration. NDF, DRL and Arc had all sold investment plans to UK investors underpinned by securities issued by Lehman entities (the "Subject Securities"). In particular, DRL had sold one such investment plan underpinned by the securities that are the subject of the Objection.

5. Under the Scheme Rules NDF, DRL and Arc each became "in default" when they entered into administration. FSCS then became obliged to assess whether investors in the investment plans sold by those firms were eligible for compensation. On 11 December 2009, having concluded its assessment, FSCS publicly invited investors in a number of the investment plans (the "Investors") to submit claims for compensation. Since then, FSCS has received about 2,000 claims from Investors, and continues to receive and process further claims.

6. As of October 2009, FSCS became aware that it may be required to pay compensation to Investors in Subject Securities and subsequently to take assignments from the Investors of their rights in the Subject Securities and pursue recoveries in performance of its statutory functions. However, FSCS did not at that time hold any Subject Securities. Nonetheless, FSCS began to consider what steps it might need to take to preserve the value of the Subject Securities in the insolvency processes of the various Lehman entities, including LBHI. FSCS's initial investigations led it to believe that the Subject Securities consisted of sixty-seven securities issued by LBHI's affiliates and guaranteed by LBHI and that all of the

Subject Securities qualified as LPS. Accordingly FSCS anticipated filing a proof of claim for all the Subject Securities by the LPS Bar Date.

7. In late October 2009, as FSCS was preparing its LPS proof of claim, FSCS discovered that six of the sixty-seven Subject Securities held by the Investors were not included in the final list of LPS. These six securities were issued by Lehman Brothers Bankhaus AG and guaranteed by LBHI, and had ISINs that began with "DE..." (the "DE Securities"). Because the DE Securities appeared to be of the appropriate type for inclusion on the LPS list, FSCS was uncertain whether the LPS would eventually be amended to include the DE Securities.

8. Accordingly, in an abundance of caution, FSCS filed (i) a proof of claim (Claim No. 63358) in the LPS format based on all sixty-seven Subject Securities, with the DE Securities broken out in a separate subsection of the schedule to the proof of claim (the "Complete Claim"), and (ii) the Claim, which is in the standard Lehman proof of claim format and is based solely on the DE Securities. (Copies of the Complete Claim and the Claim are annexed hereto as Exhibits A and B, see below.)

9. FSCS does not seek to recover on the DE Securities through both the Claim and the Complete Claim. If this Court overrules the Debtors' objection to the Claim, FSCS will promptly amend the Complete Claim to delete the DE Securities.

10. Since the LPS Bar Date, FSCS has acquired Subject Securities in an aggregate face amount of approximately \$2.09 million as a result of compensating the Investors. The process of receiving and considering investor compensation claims, paying compensation to investors, and taking assignments of investors' Subject Securities is ongoing, and FSCS expects to continue to acquire further Subject Securities in the near future.

11. Annexed hereto as Exhibit A is a true and correct copy of the Complete Claim (Claim No. 63358), as maintained on the Debtors' electronic claims registry (<http://www.lehman-docket.com>).

12. Annexed hereto as Exhibit B is a true and correct copy of the Claim (Claim No. 63359), as maintained on the Debtors' electronic claims registry (<http://www.lehman-docket.com>).

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed at 7th Floor, Lloyds Chambers, 1 Portsoken Street, London, E1 8BN, England on September 27, 2011.

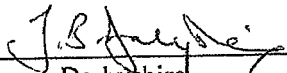


James Darbyshire

EXHIBIT A

United States Bankruptcy Court / Southern District Of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.		Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009		THIS SPACE IS FOR COURT USE ONLY	
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) <i>The Financial Services Compensation Scheme Limited</i> <i>7th Floor, Lloyds Chambers</i> <i>1 Portsoken Street</i> <i>London</i> <i>E1 8BN</i> <i>FAO: James Darbyshire</i>		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (if known) Filed on: _____	
Telephone number: 0044 20 7892 7300 Email Address: james.darbyshire.fscs.org.uk Name and address where payment should be sent (if different from above) Telephone number: Email Address:		<input checked="" type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. See Attached Appendix.	
<p>1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.</p> <p>Amount of Claim: To Be Determined - See attached Appendix and Schedule</p> <p><input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.</p>			
<p>2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.</p> <p>International Securities Identification Number (ISIN): See attached Appendix and Schedule</p>			
<p>3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e., the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.</p> <p>Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: See attached Appendix and Schedule</p>			
<p>4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.</p> <p>Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: See attached Appendix and Schedule</p>			
<p>5. Consent to Euroclear Bank, Clearstream Bank or and are deemed to have authorized, Euroclear Bank, Cles and holdings of Lehman Programs Securities to the Debt</p> <p>Date. October 30, 2009</p>		<p>Signature: The person filing th of the creditor or other person a number if different from the not any. <i>[Signature]</i> <i>MR. ALEXANDER JOZEF JACZYNSKI</i></p> <p>Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000063358</p> 	

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Creditor's Name and Address: Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).	Date and Signature: The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.
---	--

DEFINITIONS

INFORMATION

Debtor A debtor is the person, corporation, or other entity that has filed a bankruptcy case. Creditor A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing. Claim A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable.	Proof of Claim A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address: Lehman Brothers Holdings Claims Processing c/o Epiq Bankruptcy Solutions, LLC FDR Station, PO Box 5076 New York, NY 10150-5076 Lehman Programs Security Any security included on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009.	Acknowledgment of Filing of Claim To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (http://www.lehman-docket.com) to view your filed proof of claim. Claims to Purchase a Claim Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 <i>et seq.</i>), and any applicable orders of the bankruptcy court.
--	--	---

Appendix

This Proof of Claim (this “Claim”) is filed by the *Financial Services Compensation Scheme Limited* (“Claimant”) against Lehman Brothers Holdings Inc. (“Debtor”).

This Claim is based on Debtor’s issuance or guarantee, as applicable, of the Program Securities listed on the attached Schedule (the “Subject Securities”).

The precise amount of this Claim cannot be determined at this time, as it may depend on factors outside Claimant’s knowledge and beyond Claimant’s control. In any event, the Claim includes principal, accrued interest, and expenses to the extent permitted by the governing documents and applicable law. Accordingly, the aggregate amount of this Claim is not able to be determined at this time.

Note: Claimant does not currently own the Subject Securities, but expects to take an assignment of the current owners’ right and title in the Subject Securities at a point in time after November 2, 2009. The Claimant is the United Kingdom’s statutory compensation scheme for depositors and investors in certain regulated financial products and services, established pursuant to Part XV of the UK Financial Services and Markets Act 2000. In that capacity it expects to pay compensation to investors in the Subject Securities and to take assignments from such investors of their right and title in the Subject Securities pursuant to the Scheme rules, set out in the COMP chapter of the UK Financial Services Authority Handbook. Accordingly, this Claim is filed on a contingent basis, in order to protect Claimant’s rights with respect to the Subject Securities.

Certain securities to which Claimant expects to take assignment as explained above, which are listed separately in the attached Schedule, do not appear on the Debtors’ list of Program Securities. Claimant initially believed that these securities were in fact Program Securities and believes that these securities should be Program Securities. Accordingly, Claimant includes these securities in this Claim and reserves all rights in connection therewith.

Because the Subject Securities are Lehman Program Securities, as defined in the Court’s July 2, 2009 order, Claimant is not required to complete a Guarantee Questionnaire or to provide any information other than that provided herein in support of this Claim.

Reservation of Rights

This Claim is filed under the compulsion of the bar date established in these chapter 11 proceedings and is filed to protect Claimant from forfeiture of claims by reason of said bar date. Claimant reserves its right to amend and/or supplement this Claim for the purposes and to the extent permitted by applicable law.

Claimant reserves all of its rights and defenses, whether under title 11 of the United States Code or other applicable law, as to any claims that may be asserted against Claimant by Debtor, including, without limitation, any rights of setoff and/or recoupment not expressly asserted above. Claimant further reserves all of its rights as against the other debtors in these chapter 11 proceedings.

Claimant further reserves all rights accruing to it, and the filing of this Claim is not and shall not be deemed or construed as (i) a waiver, release, or limitation of Claimant’s rights against any person, entity, or property (including, without limitation, Debtor or any other person or entity that is or may become a debtor in a case pending in this Court); (ii) a consent by Claimant to the jurisdiction or venue of this Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving Claimant; (iii) a waiver, release, or limitation of Claimant’s right to trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein, whether or not the same be designated legal or private rights or in any case, controversy, or proceeding related hereto, notwithstanding the designation or not of such matters as “core proceedings” pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the U.S. Constitution; (iv) a consent by Claimant to a jury trial in this Court or any

UKDOCS/169078.1

DRAFT

other court in any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise; (v) a waiver, release, or limitation of Claimant's right to have any and all final orders in any and all non-core matters or proceedings entered only after *de novo* review by a U.S. District Court Judge; (vi) a waiver of the right to move to withdraw the reference with respect to the subject matter of this Claim, any objection thereto or other proceeding which may be commenced in this case against or otherwise involving Claimant; (vii) an election of remedies; or (viii) a consent to the final determination or adjudication of any claim or right pursuant to 28 U.S.C. § 157(c).

Schedule

Subject Securities:

ISIN NUMBER	FACE AMOUNT IN POUNDS STERLING (in original currency) ¹	BLOCKING NUMBER	ACCOUNT NUMBER
XS0331517994	214,656	6030305	14840
XS0331517564	16,624	6029921	14840
ANN5214T1851	14,769	6029926	14840
ANN5214T1935	14,769	6029927	14840
ANN5214T2016	20,004	6029919	14840
ANN5214T2198	20,004	6029917	14840
XS0340290757	350,331	6029943	14840
ANN5214T3832	2,046	6029922	14840
ANN5214T3915	2,046	6029923	14840
XS0340299386	35,466	6029928	14840
ANN5214T2503	593,504	6029938	14840
ANN5214T2685	593,504	6029940	14840
ANN5214T2768	784,584	6029939	14840
ANN5214T2842	784,584	6029941	14840
XS0349362268	966,479	6029942	14840
ANN5214T4749	49,574	6029916	14840
ANN5214T4822	49,574	6029913	14840
ANN5214T5084	368,203	6029930	14840
ANN5214T5167	368,203	6029933	14840
XS0358366754	213,908	6029931	14840
ANN5214T5241	1,256,031	6029909	14840
ANN5214T5324	1,256,031	6029908	14840
ANN5214T5654	2,451,040	6029945	14840
ANN5214T5407	2,451,040	6029946	14840
XS0360445786	642,390	6029907	14840
ANN5214T6645	3,068,972	6029947	14840
XS0366211927	977,784	6029935	14840
ANN5214T6728	457,508	6029937	14840
XS0366213626	64,631	6029936	14840
ANN5214T7304	1,826,973	6029948	14840
ANN5214T7221	1,826,973	6029950	14840
ANN5214T7551	2,597,305	6029944	14840
ANN5214T7486	2,597,305	6029967	14840
XS0369661813	1,388,608	6029968	14840
XS0343900451	2,978,000	6030008	14840
XS0343900022	7,667,000	6030009	14840
XS0343900535	648,000	6028490	14840
XS0349690601	1,158,995	6028489	14840
ANN5214T2925	2,394,133	6030303	14840
ANN5214T3006	2,394,133	6028492	14840
XS0353141137	1,376,847	6028491	14840
ANN5214T4178	2,954,331	6028487	14840
ANN5214T4251	2,954,331	6028488	14840
XS0361857674	3,468,000	6030013	14840

¹ The face amounts are given to identify the Subject Securities, not because the Claim is for the aggregate face amount of the Subject Securities. For securities denominated in currency other than U.S. dollars, the amount of the Claim, once determined, will be converted to U.S. dollars at the applicable exchange rate.

XS0361858136	9,144,000	6030012	14840
XS0361857674	3,468,000	6030013	14840
XS0361858136	9,144,000	6030012	14840
ANN5214T6157	3,303,075	6028493	14840
ANN5214T6231	3,303,075	6028481	14840
XS0364507383	1,182,599	6030011	14840
XS0368094693	304,000	CA90588	74302
ANN5214T7064	646,000	CA17726	74302
ANN5214T7148	646,000	CA17726	74302
XS0366064953	151,000	CA90603	74302
XS0366064870	595,000	CA89813	74302
XS0366065174	558,000	CA90616	74302
XS0366065257	2,734,000	CA89866	74302
XS0368198635	75,000	CA90602	74302
ANN5214T6983	460,000	CA16999	74302
XS0368094420	38,000	CA89811	74302
ANN5214T6801	194,000	CA17004	74302

Securities (See Appendix)

ISIN NUMBER	FACE AMOUNT IN POUNDS STERLING (in original currency)	BLOCKING NUMBER	ACCOUNT NUMBER
DE000A0SGX25	Unknown	Unknown	Unknown
DE000A0SGXX1	Unknown	Unknown	Unknown
DE000A0SGX17	Unknown	Unknown	Unknown
DE000A0SGX09	Unknown	Unknown	Unknown
DE000A0SGXZ6	Unknown	Unknown	Unknown
DE000A0SGXY9	Unknown	Unknown	Unknown

Amount of Claim: an amount in U.S. Dollars TO BE DETERMINED, including principal, accrued interest, any enhanced returns on principal, and expenses to the extent permitted by the governing documents and applicable law.

Page 1 of 2

From: Origin: LKZA 82078915300
Main Post
Stephen McCutchen
41 Leffebury
London, EC2R2NF
UNITED KINGDOM

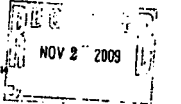


Ship Date: 30 OCT 09
Arrival: 03 NOV
CAD: 181700250678008
Account: 5
REF: 000034181506025CW
DESC-1: Overseas/International Customs Value
DESC-2:
DESC-3:
DESC-4:

SHIP TO: (800) 888-8888 BILL SHIPPER
Lehmann Brothers Holdings Claim
Epiq Bankruptcy Solutions LLC
757 Third Avenue
3rd Floor

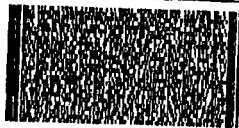
New York, NY 10017
US

COUNTRY MFG: GB
CARRIAGE VALUE: 0.00 USD
CUSTOMS VALUE: 0.00 USD
TAX: \$ 218413214
SUN Main Post
EPAWAT:
PKG TYPE: ENH



TRKR 7960 7953 3998
0830

INTL PRIORITY
ISR A1



XA OGSA



XA OGSA

7960 7953 3998

The Western Union Group may use and/or transfer and/or release under the terms of the Western Union Group's privacy policy. Please refer to the website of the Western Union Group for more information.
CONSUMER COPY - PLEASE PLACE IN POLICY

After printing this label:
1. Use the "Print" button on this page to print your label to your laser or inkjet printer.
2. Click the "Print" button on this page to print your label to your laser or inkjet printer.

EXHIBIT B

United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076	
In Re: Lehman Brothers Holdings Inc., et al. Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)
Name of Debtor Against Which Claim is Held	Case No. of Debtor:
Lehman Brothers Holdings Inc.	08-13555

PROOF OF CLAIM

Filed: USBC - Southern District of New York
 Lehman Brothers Holdings Inc., Et Al.
 08-13555 (JMP) 0000063359



NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503. Additionally, this form should not be used to make a claim for Lehman Programs Securities (See definition on reverse side.)

THIS SPACE IS FOR COURT USE ONLY

Name and address of Creditor; (and name and address where notices should be sent if different from Creditor)

The Financial Services Compensation Scheme Limited
 7th Floor, Lloyds Chambers
 1 Portsoken Street
 London E1 8BN
 United Kingdom
 FAO: James Darbyshire

Telephone: 0044 20 7892 7300
 Email: james.darbyshire@fscs.org.uk

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: _____
 (If known)

Filed on: _____

Name and address where payment should be sent (if different from above).

☒ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed: All principal and, to the extent permitted by applicable law, interest due under the LBHI Securities and LBHCT Securities - **TO BE DETERMINED: SEE APPENDIX.**

If all or part of your claim is secured, complete Item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete Item 5.

If all or part of your claim qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9), complete Item 6.

☐ Check this box if all or part of your claim is based on a Derivative Contract.*

☒ Check this box if all or part of your claim is based on a Guarantee.*

*IF YOUR CLAIM IS BASED ON AMOUNTS OWED PURSUANT TO EITHER A DERIVATIVE CONTRACT OR A GUARANTEE OF A DEBTOR, YOU MUST ALSO LOG ON TO <http://www.lehman-claims.com> AND FOLLOW THE DIRECTIONS TO COMPLETE THE APPLICABLE QUESTIONNAIRE AND UPLOAD SUPPORTING DOCUMENTATION OR YOUR CLAIM WILL BE DISALLOWED.

☒ Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of interest or additional charges. Attach itemized statement of interest or charges to this form or on <http://www.lehman-claims.com> if claim is based on a Derivative Contract or Guarantee.

2. Basis for Claim: Securities Ownership; Guarantee of Securities: Securities Issued or Guaranteed by Debtor
 (See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: _____

3a. Debtor may have scheduled account as: _____
 (See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.)
 Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ Other

Describe: _____

Value of Property: \$ _____ Annual Interest Rate: _____ %

Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____

Basis for perfection: _____

Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____

6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9): \$ _____
 (See instruction #6 on reverse side.)

7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

8. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. Attach redacted copies of documents providing evidence of perfection of a security interest. (See definition of "redacted" on reverse side.) If the documents are voluminous, attach a summary.

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

Date: October 30, 2009

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

MR ALEXANDER JOZEF KULZYNSKI

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim.

☐ Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

☐ Wages, salaries, or commissions (up to \$10,950) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507(a)(4).

☐ Contributions to an employee benefit plan - 11 U.S.C. §507(a)(5).

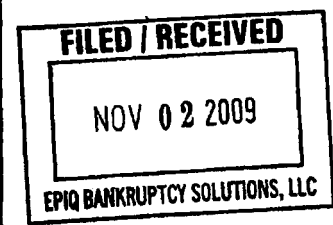
☐ Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507(a)(7).

☐ Taxes or penalties owed to governmental units - 11 U.S.C. §507(a)(8).

☐ Other - Specify applicable paragraph of 11 U.S.C. §507(a)(____).

Amount entitled to priority:
 \$ _____

FOR COURT USE ONLY



INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Items to be completed in Proof of Claim form

Name of Debtor, and Case Number:

YOU MUST INDICATE THE SPECIFIC DEBTOR AGAINST WHICH YOUR CLAIM IS ASSERTED, INCLUDING THE NAME OF THE DEBTOR AND THE RELATED CASE NUMBER (DEBTORS AND CASE NUMBERS LISTED BELOW), IN THE SPACE ALLOTTED AT THE TOP OF THE CLAIM FORM.

08-13555	Lehman Brothers Holdings Inc.	08-13905	CES Aviation LLC
08-13600	LB 745 LLC	08-13906	CES Aviation V LLC
08-13885	Lehman Brothers Commodity Services Inc.	08-13907	CES Aviation IX LLC
08-13888	Lehman Brothers Special Financing Inc.	08-13908	East Dover Limited
08-13893	Lehman Brothers OTC Derivatives Inc.	09-10108	Luxembourg Residential Properties Loan Finance S.a.r.l.
08-13899	Lehman Brothers Derivative Products Inc.	09-10137	BNC Mortgage LLC
08-13900	Lehman Commercial Paper Inc.	09-10558	Structured Asset Securities Corporation
08-13901	Lehman Brothers Commercial Corporation	09-10560	LB Rose Ranch LLC
08-13902	Lehman Brothers Financial Products Inc.	09-12516	LB 2080 Kalakaua Owners LLC
08-13904	Lehman Scottish Finance L.P.	08-13664	PAMI Stadler Arms LLC

If your Claim is against multiple Debtors, complete a separate form for each Debtor.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4, 5 and 6. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4. Secured Claim:

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a):

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9):

State the value of any goods received by the debtor within 20 days before the date of commencement in which the goods have been sold to the debtor in the ordinary course of the debtor's business.

7. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

8. Documents:

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is a person, corporation, or other entity owed a debt by the debtor that arose on or before the date of the bankruptcy filing. See 11 U.S.C. §101 (10).

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

Lehman Brothers Holdings Claims Processing
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, PO Box 5076
New York, NY 10150-5076

Secured Claim Under 11 U.S.C. §506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. §507(a)

Priority claims are certain categories of unsecured Claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security individual's tax identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

Derivative Contract

A contract that is any of (i) a "swap agreement" as such term is defined in section 101(53B) of the Bankruptcy Code or (ii) a "forward contract" as such term is defined in section 101(25) of the Bankruptcy Code. A cash-market purchase or sale of a security or loan (i.e. any purchase or sale of a security or loan for settlement within the standard settlement cycle for the relevant market), exchange-traded future or option, securities loan transaction, repurchase agreement in respect of securities or loans, and any guarantee or reimbursement obligations which would otherwise be included in the definition of such terms in the Bankruptcy Code shall not be considered a Derivative Contract for the purposes of this definition nor shall any notes, bonds, or other securities issued by the Debtors or their affiliates (including, but not limited to, Lehman Brothers Holdings Inc., Lehman Brothers Treasury Co. B.V., Lehman Brothers Bankhaus AG, Lehman Brothers Holdings plc, Lehman Brothers Securities N.V., and Lehman Brothers (Luxembourg) Equity Finance S.A.).

Guarantee

A promise, representation or agreement to answer for the payment of some debt or the performance of some duty in case of the failure of another person or entity who is liable in the first instance.

Lehman Programs Securities

Lehman Programs Securities means those securities included on the Lehman Programs Securities list available on <http://www.lehman-docket.com> as of July 27, 2009.

INFORMATION

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claim Agent's system (<http://www.lehman-docket.com>) to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

APPENDIX

This Proof of Claim (this "**Claim**") is filed by the Financial Services Compensation Scheme Limited ("**Claimant**") against Lehman Brothers Holdings Inc. ("**Debtor**").

This Claim is based on Debtor's issuance or guarantee, as applicable, of the following securities (the "**Securities**"):

ISIN NUMBER
DE000A0SGX25
DE000A0SGXX1
DE000A0SGX17
DE000A0SGX09
DE000A0SGXZ6
DE000A0SGXY9

The precise amount of this Claim cannot be determined at this time, as it may depend on factors outside Claimant's knowledge and beyond Claimant's control. In any event, the Claim includes principal, accrued interest, and expenses to the extent permitted by the governing documents and applicable law. Accordingly, the aggregate amount of this Claim is not able to be determined at this time.

Note: Claimant does not currently own the Securities, but expects to take an assignment of the current owners' right and title in the Securities at a point in time after November 2, 2009. The Claimant is the United Kingdom's statutory compensation scheme for depositors and investors in certain regulated financial products and services, established pursuant to Part XV of the UK Financial Services and Markets Act 2000. In that capacity it expects to pay compensation to investors in the Securities and to take assignments from such investors of their right and title in the Securities pursuant to the Scheme rules, set out in the COMP chapter of the UK Financial Services Authority Handbook. Accordingly, this Claim is filed on a contingent basis, in order to protect Claimant's rights with respect to the Securities.

Note: Claimant has also included the Securities in a proof of claim for Program Securities dated October 30, 2009. The reason for such inclusion (and for the date of this Claim) is that Claimant initially believed that the Securities were Program Securities and believes that the Securities should be Program Securities. This Claim is filed as a protective measure in the event the Securities are subject to exclusion from the aforementioned proof of claim for Program Securities.

Reservation of Rights

This Claim is filed under the compulsion of the bar date established in these chapter 11 proceedings and is filed to protect Claimant from forfeiture of claims by reason of said bar date. Claimant reserves its right to amend and/or supplement this Claim for the purposes and to the extent permitted by applicable law.

Claimant reserves all of its rights and defenses, whether under title 11 of the United States Code or other applicable law, as to any claims that may be asserted against Claimant by the Debtor, including, without limitation, any rights of setoff and/or recoupment not expressly asserted above. Claimant further reserves all of its rights as against the other debtors in these chapter 11 proceedings.

Claimant further reserves all rights accruing to it, and the filing of this Claim is not and shall not be deemed or construed as (i) a waiver, release, or limitation of Claimant's rights against any person, entity, or property (including, without limitation, the Debtor or any other person or entity that is or may become a debtor in a

case pending in this Court); (ii) a consent by Claimant to the jurisdiction or venue of this Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving Claimant; (iii) a waiver, release, or limitation of Claimant's right to trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein, whether or not the same be designated legal or private rights or in any case, controversy, or proceeding related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the U.S. Constitution; (iv) a consent by Claimant to a jury trial in this Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise; (v) a waiver, release, or limitation of Claimant's right to have any and all final orders in any and all non-core matters or proceedings entered only after *de novo* review by a U.S. District Court Judge; (vi) a waiver of the right to move to withdraw the reference with respect to the subject matter of this Claim, any objection thereto or other proceeding which may be commenced in this case against or otherwise involving Claimant; (vii) an election of remedies; or (viii) a consent to the final determination or adjudication of any claim or right pursuant to 28 U.S.C. § 157(c).

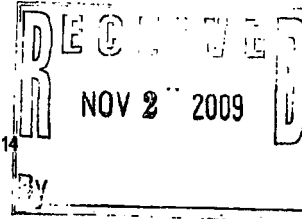
From: Origin ID: LKZA 02076615300
Marc Poole
Bingham McCutchen
41 Lothbury



London, EC2R7HF
UNITED KINGDOM

Ship Date: 30OCT09
ActWgt: 0.5 KG
CAD: 101269285/INET9090
Account#: S *****

REF: 0000341815/36026/CW
DESC-1: Correspondence/No Customs Value
DESC-2:
DESC-3:
DESC-4:



SHIP TO: (000) 000-0000 BILL SENDER
Lehmann Brothers Holdings Claim
Epiq Bankruptcy Solutions LLC
757 Third Avenue
3rd Floor

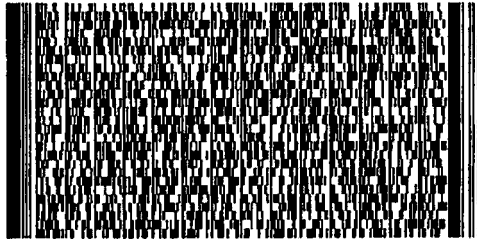
COUNTRY MFG: GB
CARRIAGE VALUE: 0.00 UKL
CUSTOMS VALUE: 0.00 UKL
T/C: S 218413714 D/T: S 218413714
SIGN: Marc Poole
EIN/VAT:
PKG TYPE: ENV

New York, NY 10017
US

TRK# 7960 7953 3998
0430

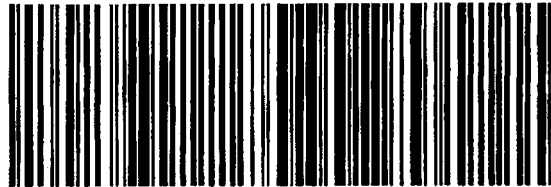
INTL PRIORITY
ISR

A1



XA OGSA

10017
NY-US
EWR



The Warsaw Convention may apply and will govern and in most cases limit the liability of Federal Express for loss or delay of or damage to your shipment. Subject to the conditions of the contract.

CONSIGNEE COPY - PLEASE PLACE IN POUCH

After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

LEGAL TERMS AND CONDITIONS OF FEDEX SHIPPING DEFINITIONS. On this Air Waybill, "we", "our", "us", and "FedEx" refer to Federal Express Corporation, its subsidiaries and branches and their respective employees, agents, and independent contractors. The terms "you" and "your" refer to the shipper, its employees, principals and agents. If your shipment originates outside the United States, your contract of carriage is with the FedEx subsidiary, branch or independent contractor who originally accepts the shipment from you. The term "package" means any container or envelope that is accepted by us for delivery, including any such items tendered by you utilizing our automated systems, meters, manifests or waybills. The term "shipment" means all packages which are tendered to and accepted by us on a single Air Waybill. **AIR CARRIAGE NOTICE.** For any international shipments by air, the Warsaw Convention, as amended, may be applicable. The Warsaw Convention, as amended, will then govern and in most cases limit FedEx's liability for loss, delay of, or damage to your shipment. The Warsaw Convention, as amended, limits FedEx's liability. For example in the U.S. liability is limited to \$9.07 per pound (20\$ per kilogram), unless a higher value for carriage is declared as described below and you pay any applicable supplementary charges. The interpretation and operation of the Warsaw Convention's liability limits may vary in each country. There are no specific stopping places which are agreed to and FedEx reserves the right to route the shipment in any way FedEx deems appropriate. **ROAD TRANSPORT NOTICE.** Shipments transported solely by road to or from a country which is a party to the Warsaw Convention or the Contract for the International Carriage of Goods by Road (the "CMR") are subject to the terms and conditions of the CMR, notwithstanding any other provision of this Air Waybill to the contrary. For those shipments transported solely by road, if a conflict arises between the provisions of the CMR and this Air Waybill, the terms of the CMR shall prevail. **LIMITATION OF LIABILITY.** If not governed by the Warsaw Convention, the CMR, or other international treaties, laws, other government regulations, orders, or requirements, FedEx's maximum liability for damage, loss, delay, shortage, mis-delivery, nondelivery, misinformation or failure to provide information in connection with your shipment is limited by this Agreement and as set out in the terms and conditions of the contract of carriage. Please refer to the contract of carriage set forth in the applicable FedEx Service Guide or its equivalent to determine the contractual limitation. FedEx does not provide cargo liability or all-risk insurance, but you may pay an additional charge for each additional U.S. \$100 (or equivalent local currency for the country of origin) of declared value for carriage. If a higher value for carriage is declared and the additional charge is paid, FedEx's maximum liability will be the lesser of the declared value for carriage or your actual damages. **LIABILITIES NOT ASSUMED.** IN ANY EVENT, FEDEX WON'T BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL IN EXCESS OF THE DECLARED VALUE FOR CARRIAGE (INCLUDING BUT NOT LIMITED TO LOSS OF INCOME OR PROFITS) OR THE ACTUAL VALUE OF THE SHIPMENT, IF LOWER, WHETHER OR NOT FEDEX HAD ANY KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED. FedEx won't be liable for your acts or omissions, including but not limited to incorrect declaration of cargo, improper or insufficient packaging, securing, marking or addressing of the shipment, or for the acts or omissions of the recipient or anyone else with an interest in the shipment or violations by any party of the terms of this agreement. FedEx won't be liable for damage, loss, delay, shortage, mis-delivery, non-delivery, misinformation or failure to provide information in connection with shipments of cash, currency or other prohibited items or in instances beyond our control, such as acts of God, perils of the air, weather conditions, mechanical delays, acts of public enemies, war, strike, civil commotion, or acts or omissions of public authorities (including customs and health officials) with actual or apparent authority. **NO WARRANTY.** We make no warranties, express or implied. **CLAIMS FOR LOSS, DAMAGE OR DELAY.** ALL CLAIMS MUST BE MADE IN WRITING AND WITHIN STRICT TIME LIMITS. SEE OUR TARIFF, APPLICABLE FEDEX SERVICE GUIDE, OR STANDARD CONDITIONS OF CARRIAGE FOR DETAILS. The Warsaw Convention provides specific written claims procedures for damage, delay or non-delivery of your shipment. Moreover, the interpretation and operation of the Warsaw Convention's claims provisions may vary in each country. Refer to the Convention to determine the claims period for your shipment. The right to damages against us shall be extinguished unless an action is brought within two years, as set forth in the Convention. FedEx is not obligated to act on any claim until all transportation charges have been paid. The claim amount may not be deducted from the transportation charges. If the recipient accepts the shipment without noting any damage on the delivery record, FedEx will assume the shipment was delivered in good condition. In order for us to consider a claim for damage, the contents, original shipping carton and packing must be made available to us for inspection. **MANDATORY LAW.** Insofar as any provision contained or referred to in this Air Waybill may be contrary to any applicable international treaties, laws, government regulations, orders or requirements such provisions shall remain in effect as a part of our agreement to the extent that it is not overridden. The invalidity or unenforceability of any provisions shall not affect any other part of this Air Waybill. Unless otherwise indicated, **FEDERAL EXPRESS CORPORATION**, 2005 Corporate Avenue, Memphis, TN 38132, USA, is the first carrier of this shipment. Email address located at www.fedex.com.